

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtual Race Bags, Inc. (dba Virtual Event Bags)		11/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Active Network, LLC		
Street Address:	717 North Harwood Street, Suite 2500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4103279	VIRTUAL RACE BAGS	
CORRESPONDENCE DATA			
Fax Number:	9516842150		
<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>			
Phone:	(951) 684-2171		
Email:	Trademark.Docketing@GreshamSavage.com		
Correspondent Name:	Benjamin Diederich		
Address Line 1:	3750 University Avenue, Suite 250		
Address Line 4:	Riverside, CALIFORNIA 92548		
ATTORNEY DOCKET NUMBER:	A929-247T		
NAME OF SUBMITTER:	Benjamin Diederich		
SIGNATURE:	/BND/		
DATE SIGNED:	12/01/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), is entered into as of November 30, 2015, by and among (i) Virtual Race Bags, Inc. (dba Virtual Event Bags), a Delaware corporation, (ii) Gary Schwake, a resident of the state of North Carolina, (iii) Chris Bradle, a resident of the state of North Carolina (collectively the "Assignors"), and ACTIVE Network, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Buyer are parties to that certain Asset Purchase Agreement ("Purchase Agreement"), dated of even date herewith, by and among Assignors and the Buyer;

WHEREAS, Section 1.4 of the Purchase Agreement provides that, in connection with the Closing, the Assignors shall execute and deliver to the Buyer, an intellectual property assignment agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignors wish to assign to Buyer, and Buyer wishes to acquire from Assignors all right, title and interest in any Intellectual Property Rights used, held for use or owned by the Assignors in connection with the Business, including all registrations and applications for Intellectual Property Rights set forth on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I ASSIGNMENT

Section 1.1 Assignment of Intellectual Property Assets. Assignors hereby transfer, convey, assign and deliver to the Buyer, and the Buyer hereby accepts from Assignors, all of Assignors' right, title and interest in and to the Intellectual Property Rights used, held for use or owned by Assignors in connection with the Business, including, without limitation, (i) all trademark registrations and applications and all goodwill associated therewith; (ii) all pending patent applications and registered patents; (iii) all copyright registrations; and (iv) all Internet domain name registrations; in each case as set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the parties hereto), including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with the exclusive rights to (i) bring actions, defend against or otherwise recover for infringements or other impairments of such Intellectual Property Rights, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Intellectual Property Rights, (ii) apply for, make

filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) any other rights of any kind whatsoever of Assignors accruing thereunder.

Section 1.2 Assignors hereby request the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Intellectual Property Rights set forth on Schedule I.

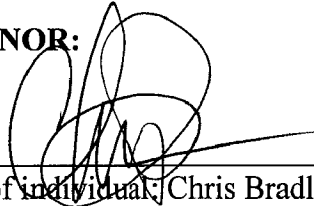
ARTICLE II ADMINISTRATION

Section 2.1 Further Assurances. Assignors shall take all further actions, and provide to Buyer, Buyer's successors, assigns or other legal representatives, at Buyer's costs and expenses, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Buyer to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (3) obtaining any additional protection relating to rights assigned herein that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Notwithstanding anything to the contrary herein, this Assignment shall in no way affect the right of a Party for indemnification pursuant to Section 4.4 of the Purchase Agreement to participate in the defense of any proceeding against or involving a Party for which indemnification is provided.

Section 2.2 Counterparts. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

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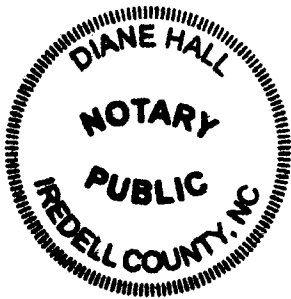
ASSIGNOR:



Name of individual: Chris Bradle
Address: 808 Isabel Ct.
Charlotte, NC 28211

STATE OF North Carolina) SS.
COUNTY OF Mecklenburg

On this 30 day of November 2015, there appeared before me Chris Bradle, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Individual Assignor

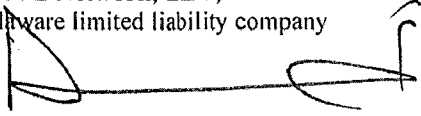


Diane Hall
Notary Public

Diane Hall Commission Exp
4/28/2019

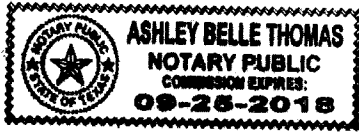
BUYER:

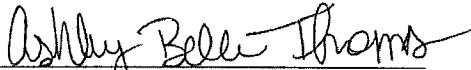
ACTIVE Network, LLC,
a Delaware limited liability company

By: 
Name: Darko Dejanovic
Title: CEO

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

On this 23 day of November, 2015, there appeared before me Darko Dejanovic, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of ACTIVE Network, LLC.




Notary Public

Schedule I

United States Service Mark registration # 4,103,279 – “Virtual Race Bags”

Domain Name	Renewal Date	Status
BAGTOBOOTH.COM	2/18/2016	Active
GO-VEB.COM	4/14/2017	Active
GOVEB.CO	4/13/2017	Active
MYSCHWAGBOX.COM	6/26/2017	Active
MYSCHWAGSHOP.COM	5/23/2016	Active
RACEDAYMOBILE.COM	2/8/2017	Active
RACEDAYMOBILE.INFO	2/8/2017	Active
RACEDAYMOBILE.NET	2/8/2017	Active
SMILEKIT.CO	5/22/2016	Active
THESMILEKIT.COM	5/23/2016	Active
VIRTUALEVENTBAG.BIZ	10/16/2016	Active
VIRTUALEVENTBAG.COM	10/17/2016	Active
VIRTUALEVENTBAG.INFO	10/17/2016	Active
VIRTUALEVENTBAG.NET	10/17/2016	Active
VIRTUALEVENTBAG.ORG	10/17/2016	Active
VIRTUALEVENTBAGS.COM	5/13/2017	Active
VIRTUALEVENTBAGS.INFO	5/13/2017	Active
VIRTUALEXPOBAG.COM	8/2/2016	Active
VIRTUALEXPOBAG.INFO	8/2/2016	Active
VIRTUALEXPOBAG.NET	8/2/2016	Active
VIRTUALEXPOBAGS.COM	8/2/2016	Active
VIRTUALEXPOBAGS.INFO	8/2/2016	Active
VIRTUALEXPOBAGS.NET	8/2/2016	Active
VIRTUALMEMBERBAG.COM	10/1/2017	Active
VIRTUALMEMBERBAGS.COM	10/1/2017	Active
VIRTUALMEMBERSHIPBAG.COM	10/1/2017	Active
VIRTUALMEMBERSHIPBAGS.COM	10/1/2017	Active
VIRTUALRACEBAG.COM	2/2/2016	Active
VIRTUALRACEBAG.INFO	2/2/2017	Active
VIRTUALRACEBAG.NET	2/2/2017	Active
VIRTUALRACEBAG.ORG	2/2/2017	Active
VIRTUALRACEBAGS.COM	2/2/2017	Active
VIRTUALRACEBAGS.INFO	2/2/2017	Active
VIRTUALRACEBAGS.NET	2/2/2017	Active
VIRTUALRACEBAGS.ORG	2/2/2017	Active